

EXCHANGE AND SUPPORT AGREEMENT

THIS EXCHANGE AND SUPPORT AGREEMENT made as of the [●] day of [●], 202[●] (the “**Agreement**”), among (i) **QUALCOMM INCORPORATED**, a corporation organized and existing under the laws of the State of Delaware (“**Qualcomm**”), (ii) **AQUA EXCHANGE CO ULC**, an unlimited liability company incorporated under the laws of British Columbia (“**ExchangeCo**”), (iii) **AQUA HOLD CO ULC**, an unlimited liability company incorporated under the laws of British Columbia (“**CallCo**”), and (iv) **AQUA ACQUISITION SUB LLC**, a limited liability company formed under the laws of the State of Delaware (“**Bidco**”).

RECITALS:

- (A) In connection with a scheme of arrangement dated 7 July 2025 and made between Alphawave IP Group plc and the Scheme Shareholders (as defined therein) pursuant to Part 26 of the UK Companies Act (the “**Scheme**”), the parties hereto have agreed that on or around the Scheme Effective Date (as defined in the Scheme) they would execute and deliver a support agreement which would govern the relationship among the parties as it related to the issuance and existence of certain Series A Exchangeable shares and Series B Exchangeable shares of ExchangeCo (collectively, the “**Exchangeable Shares**”), which will be issued in connection with the Scheme.
- (B) Article 29 of ExchangeCo sets forth the special rights and restrictions (collectively, the “**Share Provisions**”) attaching to the Exchangeable Shares.
- (C) The parties hereto desire to make appropriate provision and to establish a procedure whereby Qualcomm, Bidco and CallCo will take certain actions and make certain payments and deliveries necessary to ensure that ExchangeCo will be able to make certain payments and to deliver or cause to be delivered Qualcomm Shares in satisfaction of the obligations of ExchangeCo under the Share Provisions with respect to the payment and satisfaction of dividends, Liquidation Amounts, Retraction Prices and Redemption Prices, all in accordance with the Share Provisions.

NOW THEREFORE in consideration of the respective covenants and agreements provided in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto covenant and agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

Each term denoted herein by initial capital letters and not otherwise defined herein shall have the meaning attributed thereto in the Share Provisions, unless the context requires otherwise, and the following terms shall have the following meanings:

“**Automatic Exchange Right**” means the benefit of the obligation of Qualcomm and Bidco to effect the automatic exchange of Exchangeable Shares for Qualcomm Shares pursuant to Section 3.9.

“**Automatic Exchange Right Purchase Price**” has the meaning ascribed thereto in Section 3.9(c).

“**Beneficiaries**” means the registered holders from time to time of Exchangeable Shares, other than Qualcomm, Bidco, CallCo or their affiliates.

“**Exchange Right**” has the meaning ascribed thereto in Section 3.2.

“**Exchange Right Purchase Price**” has the meaning ascribed thereto in Section 3.4.

“ExchangeCo Liquidation Event” means the liquidation, dissolution or winding up of ExchangeCo or any other distribution of the assets of ExchangeCo among ExchangeCo’s shareholders for the purpose of winding up the affairs of ExchangeCo.

“Insolvency Event” means (i) the institution by ExchangeCo of any proceeding to be adjudicated a bankrupt or insolvent or to be wound up, or the consent of ExchangeCo to the institution of bankruptcy, insolvency or winding-up proceedings against it, or (ii) the filing by ExchangeCo of a petition, answer or consent seeking dissolution or winding-up under any bankruptcy, insolvency or analogous laws, including the *Companies Creditors’ Arrangement Act* (Canada) and the *Bankruptcy and Insolvency Act* (Canada), or the failure by ExchangeCo to contest in good faith any such proceedings commenced in respect of ExchangeCo within 30 days of becoming aware thereof, or the consent by ExchangeCo to the filing of any such petition or to the appointment of a receiver, or (iii) the making by ExchangeCo of a general assignment for the benefit of creditors, or the admission in writing by ExchangeCo of its inability to pay its debts generally as they become due, or (iv) ExchangeCo not being permitted, pursuant to solvency requirements of applicable law, to redeem any Retracted Shares pursuant to Section 4(6) of the Share Provisions.

“Liquidation Event” has the meaning ascribed thereto in Section 3.9(b).

“Liquidation Event Effective Date” has the meaning ascribed thereto in Section 3.9(c).

1.2 Interpretation Not Affected by Headings, Etc.

The division of this Agreement into Articles, Sections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “herein” and “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto.

1.3 Number, Gender, Etc.

Words importing the singular number only shall include the plural and vice versa. Words importing the use of any gender shall include all genders.

1.4 Date for any Action

If any date on which any action is required to be taken under this Agreement is not a Business Day, such action shall be required to be taken on the next succeeding Business Day.

ARTICLE 2 COVENANTS

2.1 Covenants of Qualcomm, Bidco and CallCo Regarding Exchangeable Shares

So long as any Exchangeable Shares (other than Exchangeable Shares owned by Qualcomm, Bidco, CallCo or their affiliates) are outstanding, Qualcomm, Bidco and CallCo each agree that:

- (a) Qualcomm, Bidco and CallCo will take all such actions and do all such things as are necessary or desirable to enable and permit ExchangeCo, in accordance with applicable law, to pay and otherwise perform its obligations with respect to the satisfaction of the Liquidation Amount in respect of each issued and outstanding Exchangeable Share upon the occurrence of an ExchangeCo Liquidation Event including, without limitation, all such actions and all such things as are necessary or desirable to enable and permit ExchangeCo to cause to be delivered Qualcomm Shares to holders of Exchangeable Shares in accordance with the provisions of Section 7 of the Share Provisions;

- (b) Qualcomm will take all such actions and do all such things as are necessary or desirable to enable and permit Bidco or CallCo (as the case may be), in accordance with applicable law, to pay and otherwise perform its obligations with respect to the exercise by either of them of any of the Call Rights, including, without limitation, all such actions and all such things as are necessary or desirable to enable and permit Bidco or CallCo (as the case may be) to deliver or cause to be delivered Qualcomm Shares to a holder, upon the exercise of any Call Rights pursuant to the Share Provisions;
- (c) Qualcomm, Bidco and CallCo will take all such actions and do all such things as are necessary or desirable to enable and permit ExchangeCo, in accordance with applicable law, to pay and otherwise perform its obligations with respect to the satisfaction of a validly made Retraction Request by a holder of Exchangeable Shares or a redemption of Exchangeable Shares by ExchangeCo, including, without limitation, all such actions and all such things as are necessary or desirable to enable and permit ExchangeCo to cause to be delivered Qualcomm Shares to such holder, upon the retraction or redemption of the Exchangeable Shares in accordance with the provisions of Section 4 or Section 5 of the Share Provisions, as the case may be; and
- (d) Qualcomm and Bidco will not, and will ensure that its affiliates (including without limitation CallCo) do not, exercise any vote as a common shareholder of ExchangeCo to initiate an ExchangeCo Liquidation Event, nor take any action or omit to take any action which action or omission would reasonably be expected to result in the occurrence of an ExchangeCo Liquidation Event.

2.2 Segregation of Funds

Subject to the exercise by Bidco or CallCo of any of the Call Rights, Qualcomm and Bidco will cause ExchangeCo to, from time to time, deposit a sufficient amount of funds in a separate account and segregate a sufficient amount of such assets and other property as is necessary to enable ExchangeCo to pay or otherwise satisfy the applicable dividends, Liquidation Amount, Retraction Price or Redemption Price, in each case for the benefit of holders from time to time of the Exchangeable Shares, and ExchangeCo will use such funds, assets and other property so segregated exclusively for the payment of dividends and the payment or other satisfaction of the Liquidation Amount, the Retraction Price or the Redemption Price, as applicable, net of any corresponding withholding tax obligations and for the remittance of such withholding tax obligations.

2.3 Notification of Certain Events

In order to assist Qualcomm, Bidco and CallCo to comply with their respective obligations hereunder, ExchangeCo will give Qualcomm, Bidco and CallCo notice of each of the following events at the time set forth below:

- (a) immediately, in the event of any determination by the Board of Directors to take any action which would require a vote of the holders of Exchangeable Shares for approval;
- (b) immediately, upon the earlier of (i) receipt by ExchangeCo of notice of, and (ii) ExchangeCo otherwise becoming aware of, any threatened or instituted claim, suit, petition or other proceedings with respect to the involuntary liquidation, dissolution or winding-up of ExchangeCo or to effect any other distribution of the assets of ExchangeCo among its shareholders for the purpose of winding-up its affairs;
- (c) immediately, upon receipt by ExchangeCo of a validly made Retraction Request;
- (d) of the occurrence of a Redemption Date, at least 45 days prior thereto;

- (e) as soon as practicable upon the issuance by ExchangeCo of any Exchangeable Shares or any rights to acquire Exchangeable Shares; and
- (f) in the event of any determination by the Board of Directors to institute voluntary liquidation, dissolution or winding-up proceedings with respect to ExchangeCo or to effect any other distribution of the assets of ExchangeCo among its shareholders for the purpose of winding-up its affairs, at least 60 days prior to the proposed effective date of such liquidation, dissolution, winding-up or other distribution.

2.4 Delivery of Qualcomm Shares

In furtherance of its obligations hereunder, upon notice of any event which requires ExchangeCo to cause to be delivered Qualcomm Shares to any holder of Exchangeable Shares, subject to the exercise by Bidco or CallCo of any of the Call Rights, Bidco shall deliver the requisite number of Qualcomm Shares to the order of the former holder(s) of the surrendered Exchangeable Shares, as ExchangeCo shall direct. All such Qualcomm Shares shall be free and clear of any lien, claim, encumbrance, security interest or adverse claim or interest. Qualcomm hereby represents, warrants and covenants that it has irrevocably reserved for issuance and will at all times keep available, free from pre-emptive or other rights, out of its authorized and unissued Qualcomm Shares, such number of Qualcomm Shares (or other securities into which Qualcomm Shares may be reclassified or changed as contemplated by Section 2.6) (i) as is equal to the sum of the number of Qualcomm Shares issuable upon the redemption, retraction or exchange of all (A) Exchangeable Shares issued and outstanding from time to time and (B) Exchangeable Shares issuable upon the exercise of all rights to acquire Exchangeable Shares outstanding from time to time and (ii) as are now and may hereafter be required to enable and permit Bidco and ExchangeCo to meet its obligations hereunder and under the Share Provisions.

2.5 Qualification of Qualcomm Shares

Qualcomm covenants that if any Qualcomm Shares (or other securities into which Qualcomm Shares may be reclassified or changed as contemplated by Section 2.6) to be issued and delivered hereunder (including for greater certainty, in payment of or pursuant to, as applicable, the Liquidation Amount, the Retraction Price, the Redemption Price or the Call Rights), require registration or qualification with or approval of or the filing of any document including any prospectus, registration statement or similar document, the taking of any proceeding with or the obtaining of any order, ruling or consent from any Governmental Entity under any Canadian or United States federal, state or provincial law or regulation or pursuant to the rules and regulations of any regulatory authority, or the fulfilment of any other legal requirement (collectively, the “**Applicable Laws**”) before such securities (or other securities into which Qualcomm Shares may be reclassified or changed as contemplated by Section 2.6) may be delivered by Bidco or CallCo to the initial holder thereof (other than ExchangeCo) or in order that such securities may be freely traded in Canada or the United States thereafter (other than any restrictions on transfer by reason of a holder being a “control person” or “affiliate”, as the case may be, of Qualcomm for purposes of Canadian or U.S. securities laws), Qualcomm, Bidco and CallCo will in good faith expeditiously take all such actions and do all such things as are necessary to cause the Qualcomm Shares (or other securities into which Qualcomm Shares may be reclassified or changed as contemplated by Section 2.6) to be and remain duly registered, qualified or approved. Qualcomm, Bidco and CallCo represent and warrant that they have in good faith taken all actions and done all things as are necessary under Applicable Laws as they exist on the date hereof to cause the Qualcomm Shares (or other securities into which Qualcomm Shares may be reclassified or changed as contemplated by Section 2.6) to be issued and delivered hereunder to be freely tradeable in Canada or the United States thereafter (other than restrictions on transfer by reason of a holder being a “control person” or “affiliate”, as the case may be, of Qualcomm for the purposes of Canadian or U.S. securities laws). Qualcomm, Bidco and CallCo will in good faith expeditiously take all such actions and do all such things as are necessary to cause all Qualcomm Shares (or other securities into which Qualcomm Shares may be reclassified or changed as contemplated by Section 2.6) to be delivered hereunder to be listed, quoted or posted for trading on the stock exchange or quotation system on which such securities are principally listed, quoted or posted for trading at such time.

2.6 Economic Equivalence

- (a) Qualcomm will not:
- (i) issue or distribute additional Qualcomm Shares (or securities exchangeable for or convertible into or carrying rights to acquire Qualcomm Shares) to the holders of all or substantially all of the then outstanding Qualcomm Shares by way of stock dividend or other distribution, other than an issue of Qualcomm Shares (or securities exchangeable for or convertible into or carrying rights to acquire Qualcomm Shares) to holders of Qualcomm Shares (i) who exercise an option to receive dividends declared in cash on Qualcomm Shares (or securities exchangeable for or convertible into or carrying rights to acquire Qualcomm Shares) in lieu of receiving cash, or (ii) pursuant to any dividend reinvestment plan;
 - (ii) issue or distribute rights, options or warrants to the holders of all or substantially all of the then outstanding Qualcomm Shares entitling them to subscribe for or to purchase Qualcomm Shares (or securities exchangeable for or convertible into or carrying rights to acquire Qualcomm Shares);
 - (iii) issue or distribute to the holders of all or substantially all of the then outstanding Qualcomm Shares:
 - A. securities of Qualcomm of any class other than Qualcomm Shares (other than securities convertible into or exchangeable for or carrying rights to acquire Qualcomm Shares);
 - B. rights, options or warrants other than those referred to in Section 2.6(a)(ii) above;
 - C. evidences of indebtedness of Qualcomm; or
 - D. assets of Qualcomm other than cash payment of Qualcomm Dividends;
 - (iv) subdivide, redivide or change the then outstanding Qualcomm Shares into a greater number of Qualcomm Shares;
 - (v) reduce, combine or consolidate or change the then outstanding Qualcomm Shares into a lesser number of Qualcomm Shares; or
 - (vi) reclassify or otherwise change the rights, privileges or other terms of the then outstanding Qualcomm Shares or effect an amalgamation, combination, merger, reorganization or other transaction involving or affecting Qualcomm Shares,
- unless, (y) the same or an economically equivalent change, issuance or distribution is simultaneously made to, or in the rights of, the holders of the Exchangeable Shares, or (z) it has received the prior approval of each of, (1) ExchangeCo, and (2) the holders of the Exchangeable Shares in accordance with Section 11(2) of the Share Provisions.
- (b) The Board of Directors shall determine, in good faith and in its sole discretion, economic equivalence for the purposes of any event referred to in Section 2.6(a) above and each such determination shall be conclusive and binding on Qualcomm and the holders of Exchangeable Shares.

2.7 Ownership of Outstanding Shares

Qualcomm covenants and agrees that, as long as any outstanding Exchangeable Shares are owned by any person or entity other than Qualcomm, Bidco, CallCo or any of their respective affiliates, Qualcomm will, unless approval to do otherwise is obtained in accordance with Section 11(2) of the Share Provisions from the holders of the Exchangeable Shares, be and remain the direct or indirect beneficial owner of more than 50% of all issued and outstanding voting securities of ExchangeCo. Notwithstanding the foregoing, Qualcomm shall not be in violation of this Section 2.7 if any Person or group of Persons acting jointly or in concert acquires all or substantially all of the assets of Qualcomm.

2.8 Qualcomm, Bidco and CallCo Not to Vote Exchangeable Shares

Qualcomm, Bidco and CallCo covenant and agree that they will appoint and cause to be appointed proxy holders with respect to all Exchangeable Shares held by Qualcomm, Bidco, CallCo or any of their respective affiliates for the sole purpose of attending each meeting of holders of Exchangeable Shares in order to be counted as part of the quorum for each such meeting. Qualcomm, Bidco and CallCo further covenant and agree that they will not, and will cause their respective affiliates not to, exercise any voting rights which may be exercisable by holders of Exchangeable Shares from time to time pursuant to the Share Provisions or pursuant to the provisions of the Act with respect to any Exchangeable Shares held by them or by their respective affiliates in respect of any matter considered at any meeting of holders of Exchangeable Shares.

2.9 Due Performance

On and after the Effective Date, Qualcomm, Bidco and CallCo shall duly and timely perform all of their obligations under the Share Provisions.

ARTICLE 3 CALLCO OBLIGATION; EXCHANGE AND AUTOMATIC EXCHANGE

3.1 CallCo Obligation

At all times while Exchangeable Shares not owned by Qualcomm, Bidco, CallCo or any of their respective affiliates are outstanding, on each occasion when a Call Right arises in respect of one or more Exchangeable Shares, CallCo hereby undertakes to exercise the Call Rights, including on a redemption or retraction of Exchangeable Shares, and on the occurrence of an ExchangeCo Liquidation Event (but subject to the sale and purchase contemplated by the Automatic Exchange Right), in each case pursuant to this Agreement and the Share Provisions, as the case may be, and CallCo shall perform all of its obligations related to or arising from the exercise of its Call Rights in accordance with the terms of this Agreement and the Share Provisions, as applicable. For greater certainty, the foregoing obligation of CallCo shall apply even if CallCo fails within the relevant time period, or at all, to provide notice of its intention to exercise the applicable Call Right.

3.2 Grant of Exchange Right and Automatic Exchange Right

Bidco hereby grants to each Beneficiary: (1) the Automatic Exchange Right, exercisable solely upon the occurrence of a Liquidation Event as set forth in Section 3.9, and (2) the right (the “**Exchange Right**”) to require Bidco, subject to the exercise by CallCo of any applicable Call Rights, to purchase from such Beneficiary all or any part of the Exchangeable Shares held by such Beneficiary on the terms set forth herein for the consideration described in Section 3.4, which may be exercised at any time and from time to time upon the occurrence and during the continuance of:

- (a) an Insolvency Event;

- (b) the failure of ExchangeCo to redeem all of the Exchangeable Shares held by the Beneficiary following an ExchangeCo Liquidation Event as provided in the Share Provisions;
- (c) the failure of ExchangeCo to redeem the applicable Retracted Shares held by the Beneficiary on the Retraction Date as provided in the Share Provisions;
- (d) the failure of ExchangeCo to redeem the applicable Exchangeable Shares held by the Beneficiary on a Redemption Date as provided in the Share Provisions; or
- (e) the failure of CallCo or Bidco, as applicable, to purchase the applicable Exchangeable Shares held by the Beneficiary following exercise of a Call Right as provided in this Agreement and the Share Provisions,

all in accordance with the provisions of this Agreement. Bidco hereby acknowledges receipt from the Beneficiaries of good and valuable consideration (and the adequacy thereof) for the grant of the Exchange Right and the Automatic Exchange Right by Bidco to the Beneficiaries.

3.3 Legended Share Certificates

ExchangeCo shall cause each certificate representing Exchangeable Shares to bear an appropriate legend notifying the Beneficiaries of their right with respect to the exercise of the Exchange Right in respect of the Exchangeable Shares, and the Automatic Exchange Right.

3.4 Purchase Price

The purchase price payable by Bidco or CallCo, as applicable, for each Exchangeable Share to be purchased under the Exchange Right shall be an amount per share (the “**Exchange Right Purchase Price**”) equal to the Current Market Price of a Qualcomm Share on the day before the exchange, which shall be satisfied in full by the purchaser transferring or causing to be transferred to the Beneficiary one Qualcomm Share. In connection with each exercise of the Exchange Right, Bidco shall provide to the Beneficiaries an officer’s certificate setting forth the calculation of the Exchange Right Purchase Price.

3.5 Exercise Instructions

Subject to the terms and conditions set forth herein and subject to the terms and conditions of the Share Provisions, a Beneficiary shall be entitled, upon the occurrence and during the continuance of an Insolvency Event, to exercise the Exchange Right with respect to all or any part of the Exchangeable Shares registered in the name of such Beneficiary on the books of ExchangeCo. To cause the exercise of the Exchange Right, the Beneficiary shall deliver to Qualcomm and Bidco, in person or by certified or registered mail, at such place as Qualcomm and Bidco may from time to time designate by written notice to the Beneficiaries, the certificate or certificates representing the Exchangeable Shares which such Beneficiary desires to have purchased, duly endorsed in blank for transfer, and accompanied by such other documents and instruments as Qualcomm, Bidco, ExchangeCo and the Transfer Agent may reasonably require, together with:

- (a) a duly completed form of notice of exercise of the Exchange Right, contained on the reverse of or attached to the Exchangeable Share certificates, stating: (i) that the Beneficiary is exercising the Exchange Right so as to require Bidco to purchase from the Beneficiary the number of Exchangeable Shares specified therein, (ii) that such Beneficiary has good title to and owns all such Exchangeable Shares to be acquired free and clear of all liens, claims, security interests and encumbrances, (iii) the names in which the certificates (or the electronic equivalent thereof) representing Qualcomm Shares issuable in connection with the exercise of the Exchange Right are to be issued, and (iv) the names and addresses of the persons to whom such new certificates (or the electronic equivalent thereof) should be delivered; and

- (b) payment (or evidence satisfactory to Qualcomm, Bidco, CallCo and ExchangeCo of payment) of the taxes (if any) payable as contemplated by Section 3.7 of this Agreement.

If only a part of the Exchangeable Shares represented by any certificate or certificates are to be purchased under the Exchange Right, a new certificate (or the electronic equivalent thereof) for the balance of such Exchangeable Shares shall be issued to the holder at the expense of ExchangeCo.

3.6 Delivery of Qualcomm Shares; Effect of Exercise

Promptly after the receipt of the certificates representing the Exchangeable Shares which the Beneficiary desires to have purchased under the Exchange Right, duly endorsed for transfer, together with a duly completed form of notice of exercise of the Exchange Right and such other documents and payment as required by Section 3.5, Bidco shall promptly thereafter deliver or cause to be delivered to the Beneficiary in respect of such Exchangeable Shares (or to such other persons, if any, properly designated by such Beneficiary) the Exchange Right Purchase Price deliverable in connection with the exercise of the Exchange Right; provided, however, that no such delivery shall be made unless and until the Beneficiary requesting the same shall have paid (or provided evidence satisfactory to Qualcomm, Bidco, CallCo and ExchangeCo of the payment of) the taxes (if any) payable as contemplated by Section 3.7. Immediately upon the giving of notice by the Beneficiary of the exercise of the Exchange Right in accordance with Section 3.5, the closing of the transaction of purchase and sale contemplated by the Exchange Right shall be deemed to have occurred, and the Beneficiary shall be deemed to have transferred to the purchaser thereof all of such Beneficiary's right, title and interest in and to such Exchangeable Shares and shall cease to be a holder of such Exchangeable Shares and shall not be entitled to exercise any of the rights of a holder in respect thereof, other than the right to receive the Exchange Right Purchase Price unless such Exchange Right Purchase Price is not delivered by the purchaser thereof to the Beneficiary (or to such other person, if any, properly designated by such Beneficiary) within three business days of the date of the giving of such notice, in which case the rights of the Beneficiary shall remain unaffected until such Exchange Right Purchase Price is delivered by the purchaser thereof and any cheque included therein is paid.

3.7 Stamp or Other Transfer Taxes

Upon any sale of Exchangeable Shares by a Beneficiary pursuant to the Exchange Right or the Automatic Exchange Right, the share certificate or certificates representing Qualcomm Shares to be delivered in connection with the payment of the Exchange Right Purchase Price or the Automatic Exchange Right Purchase Price (as applicable) therefor shall be issued in the name of the Beneficiary in respect of the Exchangeable Shares so sold or in such names as such Beneficiary may otherwise direct in writing without charge to the holder of the Exchangeable Shares so sold; provided, however, that such Beneficiary: (a) shall pay (and none of Qualcomm, Bidco, CallCo or ExchangeCo shall be required to pay) any documentary, stamp, transfer or other taxes that may be payable in respect of any transfer involved in the issuance or delivery of such shares to a person other than such Beneficiary; or (b) shall have provided evidence satisfactory to Qualcomm, Bidco, CallCo and ExchangeCo that such taxes, if any, have been paid.

3.8 Notice of Insolvency Event

As soon as practicable following the occurrence of an Insolvency Event or any event that with the giving of notice or the passage of time or both would be an Insolvency Event, ExchangeCo shall provide notice of such Insolvency Event to Qualcomm and mail to each Beneficiary a notice of such Insolvency Event in the form provided by Qualcomm, which notice shall contain a brief statement of the rights of the Beneficiaries with respect to the Exchange Right together with any necessary documentation that would need to be completed in order to exercise such Exchange Right. In the event that a Beneficiary has exercised its retraction right under Section 4 of the Share Provisions to require ExchangeCo to redeem any or all of the Retracted Shares and is notified by ExchangeCo pursuant to Section 4(6) of the Share Provisions that ExchangeCo will not be permitted as a result of solvency requirements of applicable law to redeem all such Retracted Shares, and provided that neither CallCo nor Bidco shall have exercised its Retraction Call Right with respect to the Retracted Shares, the Retraction Request will constitute and will be deemed to constitute

notice from the Beneficiary to Qualcomm, Bidco, CallCo and ExchangeCo that the Beneficiary is exercising the Exchange Right with respect to those Retracted Shares that ExchangeCo is unable to redeem. In any such event, ExchangeCo hereby agrees with the Beneficiaries to notify the Beneficiaries immediately of such prohibition against ExchangeCo redeeming the Retracted Shares and to immediately forward or cause to be forwarded to Qualcomm, Bidco and CallCo all relevant materials delivered by the Beneficiary to ExchangeCo or to the Transfer Agent in connection with such proposed redemption of the Retracted Shares, and the Beneficiary will thereupon be deemed to exercise the Exchange Right with respect to the Retracted Shares that ExchangeCo is not permitted to redeem and Bidco or CallCo shall thereupon purchase such shares pursuant to the Exchange Right in accordance with the provisions of this Article 3.

3.9 Automatic Exchange on Liquidation of Qualcomm

- (a) Qualcomm shall give ExchangeCo written notice of each of the following events at the time set forth below:
 - (i) in the event of any determination by the board of directors of Qualcomm to institute voluntary liquidation, dissolution or winding-up proceedings with respect to Qualcomm or to effect any other distribution of assets of Qualcomm among its shareholders for the purpose of winding up its affairs, at least 60 days prior to the proposed effective date of such liquidation, dissolution, winding-up or other distribution; and
 - (ii) as soon as practicable following the earlier of (A) receipt by Qualcomm of notice of, and (B) Qualcomm otherwise becoming aware of, any instituted claim, suit, petition or other proceedings with respect to the involuntary liquidation, dissolution or winding-up of Qualcomm or to effect any other distribution of assets of Qualcomm among its shareholders for the purpose of winding up its affairs, in each case where Qualcomm has failed to contest in good faith any such proceeding commenced in respect of Qualcomm, within 30 days of becoming aware thereof.
- (b) As soon as practicable following receipt by ExchangeCo from Qualcomm of notice of any event (a **"Liquidation Event"**) contemplated by Section 3.9(a), ExchangeCo shall give notice thereof to the Beneficiaries. Such notice shall include a brief description of the automatic exchange of Exchangeable Shares for Qualcomm Shares provided for in Section 3.9(c).
- (c) In order that the Beneficiaries will be able to participate on a pro rata basis with the holders of Qualcomm Shares in the distribution of assets of Qualcomm in connection with a Liquidation Event, immediately prior to the effective date (the **"Liquidation Event Effective Date"**) of a Liquidation Event, all of the then outstanding Exchangeable Shares (other than Exchangeable Shares owned by Qualcomm or its affiliates) shall be automatically exchanged for Qualcomm Shares in accordance with this Section 3.9. To effect such automatic exchange, Bidco shall purchase each Exchangeable Share outstanding immediately prior to the Liquidation Event Effective Date and held by Beneficiaries, and each Beneficiary shall sell the Exchangeable Shares held by it at such time, free and clear of any lien, claim or encumbrance, for a purchase price per share (the **"Automatic Exchange Right Purchase Price"**) equal to (i) the Current Market Price of a Qualcomm Share on the day prior to the Liquidation Event Effective Date, which shall be satisfied in full by Bidco to transferring to the Beneficiary one Qualcomm Share, plus (ii) an additional amount equal to the full amount of all declared and unpaid dividends, if any, on each such Exchangeable Share held by such holder on any dividend record date which occurred prior to the date of the exchange. Upon payment by Bidco of such Automatic Exchange Right Purchase Price, the relevant Beneficiary shall cease to have any right to be paid by ExchangeCo any amount in respect of each Exchangeable Share.

- (d) The closing of the transaction of purchase and sale contemplated by the Automatic Exchange Right shall be deemed to have occurred immediately prior to the Liquidation Event Effective Date, and each Beneficiary shall be deemed to have transferred to Bidco all of the Beneficiary's right, title and interest in and to such Beneficiary's Exchangeable Shares free and clear of any lien, claim or encumbrance and each such Beneficiary shall cease to be a holder of such Exchangeable Shares and Bidco shall transfer to the Beneficiary the Qualcomm Shares issuable upon the automatic exchange of Exchangeable Shares for Qualcomm Shares and on the applicable payment date shall deliver to the Beneficiaries a cheque for the balance, if any, of the Automatic Exchange Right Purchase Price for such Exchangeable Shares, without interest, in each case less any amounts withheld pursuant to Section 3.10. Upon the request of a Beneficiary and the surrender by the Beneficiary of Exchangeable Share certificates deemed to represent Qualcomm Shares, duly endorsed in blank and accompanied by such instruments of transfer as Qualcomm or Bidco may reasonably require, Bidco shall deliver or cause to be delivered to the Beneficiary certificates (or the electronic equivalent thereof) representing the Qualcomm Shares of which the Beneficiary is entitled.

3.10 Withholding Rights

Qualcomm, Bidco, CallCo, ExchangeCo and the Transfer Agent shall be entitled to deduct and withhold from any dividend, distribution, price or other consideration, including Qualcomm Shares, payable under this agreement to any Beneficiary such amounts as they are required to deduct and withhold with respect to such payment under the *Income Tax Act* (Canada) or United States tax laws or any provision of provincial, territorial, state, local or foreign tax law, in each case as amended or succeeded. Qualcomm, Bidco, CallCo, ExchangeCo and the Transfer Agent may act and rely on the advice of counsel with respect to such matters. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes as having been paid to the holder of the shares in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing Agency. To the extent that the amount so required to be deducted or withheld from any payment to a holder exceeds the cash portion of the consideration otherwise payable to the holder, Qualcomm, Bidco, CallCo, ExchangeCo and the Transfer Agent are hereby authorized to sell or otherwise dispose of such portion of the consideration as is necessary to provide sufficient funds to Qualcomm, Bidco, CallCo, ExchangeCo or the Transfer Agent, as the case may be, to enable it to comply with such deduction or withholding requirement and Qualcomm, Bidco, CallCo or ExchangeCo shall notify the holder thereof and remit to such holder any unapplied balance of the net proceeds of such sale.

ARTICLE 4 QUALCOMM COVENANT

4.1 Qualcomm Covenant

Qualcomm hereby irrevocably covenants and agrees that it shall do, or cause to be done, all such acts and things as may be necessary or desirable to ensure that each of Bidco and CallCo duly performs and complies with all of its obligations under this Support Agreement and the Share Provisions, including, without limitation, the obligation to deliver or cause to be delivered any Qualcomm Shares required to be issued or to pay or cause to be paid any cash required to be paid by Bidco or CallCo pursuant to the terms of this Agreement and the Share Provisions. Qualcomm further agrees that, to the extent Bidco or CallCo fails to perform any of its obligations under this Agreement or the Share Provisions, Qualcomm shall itself perform, or cause the performance of, such obligations, including the issuance and delivery of any required

Qualcomm Shares and the payment of any required cash amounts, in accordance with the terms of this Agreement and the Share Provisions.

ARTICLE 5 SUCCESSORS

5.1 Certain Requirements in Respect of Combination, Etc.

Qualcomm shall not complete any transaction (whether by way of reconstruction, reorganization, consolidation, merger, transfer, sale, lease or otherwise) whereby all or substantially all of its undertaking, property and assets would become the property of any other Person or, in the case of a merger, of the continuing entity resulting therefrom unless, and for certainty, Qualcomm may complete such a transaction if:

- (a) such other Person or continuing entity (herein called the “**Successor**”), by operation of law, becomes, without more, bound by the terms and provisions of this Agreement or, if not so bound, executes, prior to or contemporaneously with the consummation of such transaction, an agreement supplemental hereto and such other instruments (if any) as are reasonably necessary or advisable to evidence the assumption by the Successor of liability for all moneys payable and property deliverable hereunder and the covenant of such Successor to pay and deliver or cause to be delivered the same and its agreement to observe and perform all the covenants and obligations of Qualcomm under this Agreement; and
- (b) such transaction shall be upon such terms and conditions as are required to preserve and not to impair in any material respect any of the rights, duties, powers and authorities of the other parties hereunder.

5.2 Vesting of Powers in Successor

Whenever the conditions of Section 5.1 have been duly observed and performed, the Successor, Bidco, CallCo and ExchangeCo shall, if required by Section 5.1, execute and deliver the supplemental agreement provided for in Section 5.1(a) and thereupon the Successor shall possess and from time to time may exercise each and every right and power of Qualcomm under this Agreement in the name of Qualcomm or otherwise, and any act or proceeding by any provision of this Agreement required to be done or performed by the board of directors of ExchangeCo or any directors or officers of ExchangeCo on behalf of Qualcomm may be done and performed with like force and effect by the directors or officers of ExchangeCo on behalf of such Successor.

5.3 Wholly-Owned Subsidiaries

Nothing herein shall be construed as preventing the combination of any wholly-owned direct or indirect subsidiary of Qualcomm (including Bidco) with or into Qualcomm or the winding-up, liquidation or dissolution of any wholly-owned subsidiary of Qualcomm (including Bidco) provided that the assets of such subsidiary are transferred to Qualcomm or another wholly-owned direct or indirect subsidiary of Qualcomm. Any such transactions are expressly permitted by this Article 5.

ARTICLE 6 GENERAL

6.1 Term

This Agreement shall come into force and be effective as of the date hereof and shall terminate and be of no further force and effect at such time as no Exchangeable Shares (or securities or rights convertible into

or exchangeable for or carrying rights to acquire Exchangeable Shares) are held by any party other than Qualcomm, Bidco, CallCo or any of their respective subsidiaries or affiliates.

6.2 Changes in Capital of Qualcomm and ExchangeCo

Notwithstanding the provisions of Section 6.4, at all times after the occurrence of any event effected pursuant to Section 2.6, as a result of which either Qualcomm Shares or the Exchangeable Shares or both are in any way changed, this Agreement shall forthwith be amended and modified as necessary in order that it shall apply with full force and effect, *mutatis mutandis*, to all new securities into which Qualcomm Shares or the Exchangeable Shares or both are so changed, and the parties hereto shall as soon as possible execute and deliver an agreement in writing giving effect to and evidencing such necessary amendments and modifications.

6.3 Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby and this Agreement shall be carried out as nearly as possible in accordance with its original terms and conditions.

6.4 Amendments, Modifications, Etc.

This Agreement may not be amended, modified or waived except by an agreement in writing executed by Qualcomm, Bidco, CallCo and ExchangeCo and approved by the holders of the Exchangeable Shares in accordance with Section 11(2) of the Share Provisions.

6.5 Ministerial Amendments

Notwithstanding the provisions of Section 6.4, the parties to this Agreement may in writing, at any time and from time to time, without the approval of the holders of the Exchangeable Shares, amend or modify this Agreement for the purposes of:

- (a) adding to the covenants of Qualcomm, Bidco, CallCo, ExchangeCo or any combination of them for the protection of the holders of the Exchangeable Shares, provided that the board of directors of each of Qualcomm, Bidco, ExchangeCo and CallCo are of the opinion, after consultation with counsel, that such additions are not prejudicial to the rights or interests of the holders of the Exchangeable Shares;
- (b) making such amendments or modifications not inconsistent with this Agreement as may be necessary or desirable with respect to matters or questions arising hereunder which, in the good faith opinion of the board of directors of each of Qualcomm, ExchangeCo, Bidco and CallCo, having in mind the best interests of the holders of Exchangeable Shares, it may be expedient to make, provided that such boards of directors shall be of the opinion, after consultation with counsel, that such amendments and modifications will not be prejudicial to the rights or interests of the holders of Exchangeable Shares; and
- (c) making such changes or corrections to this Agreement which, on the advice of counsel, are required for the purpose of curing or correcting any ambiguity, defect, inconsistent provision, clerical omission, mistake or manifest error; provided that the board of directors of each of Qualcomm, ExchangeCo, Bidco and CallCo are of the opinion that such changes or corrections will not be prejudicial to the rights and interests of the holders of the Exchangeable Shares.

6.6 Meeting to Consider Amendments

ExchangeCo, at the request of Qualcomm, Bidco, CallCo, or any of them, shall call a meeting or meetings of the holders of the Exchangeable Shares for the purpose of considering any proposed amendment or modification requiring approval of such shareholders. Any such meeting or meetings shall be called and held in accordance with the articles of ExchangeCo, including the Share Provisions, and all applicable laws.

6.7 Amendments Only in Writing

No amendment to or modification or waiver of any of the provisions of this Agreement shall be effective unless such amendment is made in writing and is signed by all of the parties hereto, except as otherwise permitted hereunder and subject to any other requirements expressly set forth herein (including Sections 6.4, 6.5 and 6.6).

6.8 Enurement

This Agreement shall be binding upon and inure to the benefit of the parties hereto and the holders, from time to time, of Exchangeable Shares and each of their respective heirs, successors and assigns.

6.9 Third Party Beneficiaries

The parties hereby designate the Beneficiaries as third-party beneficiaries of this Agreement.

6.10 Notices to Parties

Any notice and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered in person, by courier or first class mail (postage prepaid), or if sent by email transmission (provided such transmission is recorded as being transmitted successfully) to the parties at the following addresses:

- (i) In the case of Qualcomm, Bidco, CallCo or ExchangeCo, to the following:

c/o Qualcomm Incorporated
5775 Morehouse Drive
San Diego, CA 92121
Attention: [REDACTED]
Email: [REDACTED]

with a copy (which shall not constitute notice) to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
20 Air Street
London W1B 5AN
United Kingdom
Attention: [REDACTED]

Email: [REDACTED]

and

DLA Piper (Canada) LLP
Bay Adelaide Centre – West Tower

333 Bay Street, Suite 5100
Toronto, ON M5H 2R2
Attention:

Email:

or at such other address as the party to which such notice or other communication is to be given has last notified the party giving the same in the manner provided in this Section 6.10, and if so given the same shall be deemed to have been received on the date of such delivery or sending, unless, with respect to delivery by courier or first class mail (postage prepaid), three Business Days following delivery or sending unless such day is not a Business Day, in which case it shall be deemed to have been received upon the immediately following Business Day.

6.11 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. The transmission of a portable document format (PDF) by e-mail reflecting the execution of this Agreement by electronic signature shall be effective to evidence delivery hereof, and that party's intention to be bound by this Agreement and that party's agreement to the terms, provisions and conditions hereof, all without the necessity of having to produce an original copy of such execution page bearing a wet ink signature.

6.12 Assignment By and Successor to Bidco or CallCo

Notwithstanding any other provision in this Agreement to the contrary:

- (a) any corporation into or with which either Bidco or CallCo may be merged or consolidated or amalgamated, or any corporation resulting therefrom to which Bidco or CallCo shall be a party, shall be the successor to Bidco or CallCo, respectively, hereunder without any further act on its part or any of the parties hereto; and
- (b) Bidco and CallCo may transfer or assign their respective rights and interest in or under this Agreement to any affiliate of ExchangeCo or Qualcomm; provided, however, that such affiliate shall expressly assume the due and punctual performance and observance of each and every covenant and condition of this Agreement to be performed and observed by Bidco or CallCo, as applicable, and written notice of such assignment shall thereafter promptly be delivered to the Beneficiaries.

6.13 Governing Law & Attornment

This Agreement shall be construed and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each of Qualcomm, Bidco, CallCo and ExchangeCo agrees that any action or proceeding arising out of or relating to this Agreement may be instituted in the courts of the Province of British Columbia, waives any objection which it may have now or hereafter to the venue of any such action or proceeding, irrevocably submits to the jurisdiction of such courts in any such action or proceeding, agrees to be bound by any judgment of such courts and not to seek, and hereby waives, any review of the merits of any such judgment by the courts of any other jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

QUALCOMM INCORPORATED

By: _____
Name:
Title:

AQUA ACQUISITION SUB LLC

By: _____
Name:
Title:

AQUA HOLDCO ULC

By: _____
Name:
Title:

AQUA EXCHANGE CO ULC

By: _____
Name:
Title: